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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

D'ARRIGO BROS. CO. OF NEW YORK, INC.,

Case Number: 07CV3855 (HB)

Plaintiff,

-against-

STIPULATION AND ORDER

HEE JAE PARK d/b/a J&S PRODUCE COMPANY,

Defendants.

Plaintiff, D'ARRIGO BROS. CO. OF NEW YORK, INC., by and through its undersigned attorneys, and Defendants, HEE JAE PARK d/b/a J&S PRODUCE COMPANY, by and through their undersigned attorney, hereby stipulate and agree to settle this matter on the terms set forth below, and the Court hereby approves this stipulation and enters the Order thereon.

1. Plaintiff has brought this action under the provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. 499e(c), against Defendant, Hee Jae Park d/b/a J&S Produce Company on a debt in the amount of \$248,136.83.

2. The parties acknowledge payments (as of November 1, 2007) bringing the balance due to \$ 242,958.91. In addition to the outstanding balance, defendant, HEE JAE PARK d/b/a J&S PRODUCE COMPANY acknowledges his indebtedness in the amount of \$5,000.00 for costs and attorneys fees incurred by the plaintiff bringing the total balance owed to plaintiff from defendant to \$247,958.91.

3. Defendant, Hee Jae Park d/b/a J&S Produce Company, shall pay, in full settlement of this matter, the following sums by cash or by certified or cashiers check, or check drawn on the trust account of Defendants' counsel, to Kreinces & Rosenberg, P.C., as attorneys, the sum of \$1,150.00 per week commencing November 16, 2007 and consecutive weekly payments thereafter in like amount until the settlement amount is paid in full.

4. In addition to the weekly amounts of \$1,150.00 as aforesaid, the Defendant, Hee Jae Park d/b/a J&S Produce Company, shall pay to Plaintiff the following sums:

- (A) the amount of \$50,000.00 on or before December 15, 2007;
- (B) the amount of \$25,000.00 on or before April 30, 2008;
- (C) the sum of \$25,000.00 on or before September 30, 2008;
- (D) the sum of \$25,000.00 on or before February 28, 2009; and
- (E) a final balloon payment for any and all sums remaining due on April 1, 2009.

All payments under paragraph "4(A)" through "4(B)" hereof shall be made by cash or by certified or cashiers check, or check drawn on the trust account of Defendants' counsel payable to Kreinces & Rosenberg, P.C., as attorneys, and delivered to Kreinces & Rosenberg, P.C., 900 Merchants Concourse, Suite 305, Westbury, New York 11590 on or before the due dates set forth herein.

5. To secure the payment of said amount, Defendant, Hee Jae Park d/b/a J&S Produce Company, has executed a Consent Judgment, in blank, which will be held, in escrow, by the attorneys for the Plaintiff unless there is a default. The Consent Judgment is attached hereto, as Exhibit "A". If the Consent Judgment is filed by Plaintiff, the dollar amount shall be determined in accordance with the provisions of paragraph "6" below

6. In the event Defendant is in default under this Agreement, Plaintiff or counsel for Plaintiff will notify the Defendants' attorney, G. Oliver Koppell, Esq., 99 Park Avenue, 8th Floor, New York, New York 10016, via regular mail and facsimile of Defendant's default. Defendant will have ten (10) days from the date of the notice. **TIME IS OF THE ESSENCE.** If Defendant fails to cure the default as set forth herein within the prescribed time, Plaintiff may immediately enter the Consent Judgment herein executed by the Defendant for the balance then due, interest at the rate

determined by the Court, together with statutory costs and disbursements.

7. Nothing herein, including the installment nature of the payments being made hereunder, shall be deemed, interpreted or otherwise construed as an extension of credit by the Plaintiff to the Defendant, or as a waiver of the Plaintiff's alleged rights under the statutory trust provisions of The Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c). Plaintiff's rights under this Stipulation and Order are in addition to its alleged rights under said trust provisions.

8. Upon receipt of the full payment of \$247,958.91, in accordance with the terms set forth herein, Plaintiff shall return the original Consent Judgment marked "void", to the Defendant's attorney.

9. This case shall be administratively closed, with the Court retaining complete jurisdiction to reopen this case and enforce the terms of this Stipulation of Settlement upon application by any of the parties hereto.

Dated: Westbury, New York
November 14, 2007

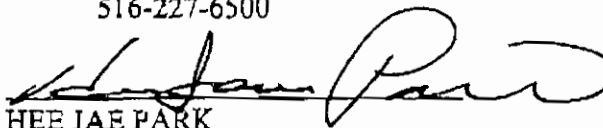
KREINCES & ROSENBERG, P.C.

By: 

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G. OLIVER KOPPELL, ESQ. (gk)
Attorney for Defendant
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New York, New York 10016



HEE JAE PARK,
d/b/a J&S PRODUCE COMPANY

SO ORDERED:

Dated: November , 2007

U.S.D.J.